



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: December 7, 2005

SUBJECT: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE
MEETING OF NOVEMBER 10, 2005.**

In the absence of Chairman Jose Smith, Vice-Chairman Richard L. Steinberg assumed the responsibilities of Chairman for the November 10, 2005 meeting of the Finance and Citywide Projects Committee (Committee).

NEW BUSINESS

1. Discussion of the proposed negotiation of the five (5) year extension to the Beachfront Concession Agreement by and between the City and Boucher Brothers Miami Beach, LLC for the operation and management of beachfront concessions on the beaches seaward of Lummus Park, Ocean Terrace, and North Shore Open Space Park.

ACTION

The Committee approved the proposed five year renewal option between the City and Boucher Brothers Miami Beach, LLC for the operation and management of beachfront concessions on the beaches seaward of Lummus Park, Ocean Terrace, and North Shore Open Space Park.

The Committee further referred the item to the Beach Preservation Committee and Marine Authority for input before the renewal option is exercised.

Assistant City Manager Tim Hemstreet introduced and summarized the item. Mr. Hemstreet stated that on October 17, 2001 the City Commission approved a concession agreement between the City and Boucher Brothers Miami Beach LLC (BBMB) for the management and operation of beachfront concessions on the beaches seaward of Lummus Park, Ocean Terrace, and North Shore Open Space Park.

City Manager Jorge M. Gonzalez added that the concession agreement provided for a five year renewal option. He further stated that representatives from the Administration and BBMB have met and negotiated the following four newly proposed "Value Added" provisions to the agreement:

Agenda Item C61D
Date 12-7-05

- Donations for scholarships and contributions to philanthropic organizations;
- Assistance in supervision of cleanliness in Lummus Park beach, including sand sifting equipment and staff to operate same, as part of their maintenance responsibilities;
- Support of environmental organizations and/or programs such as ECOMB; and,
- Start of a lounge chair program that would provide for the promotion of the City of Miami Beach via a visual component from an aerial perspective.

The Committee discussed the proposed five year renewal option.

Commissioner Saul Gross stated that he is in favor of the provision supporting environmental organizations and/or programs. He added that support/funds received from this provision should be prioritized for environmental concerns that affect the beach.

Representatives from BBMB addressed the Committee.

Vice-Chairman Steinberg stated that in the future there should be some form of outreach to the community done in order to get feedback and gauge how well BBMB have performed.

Commissioner Matti H. Bower stated that this item should be heard at the City's Beach Preservation Committee and Marine Authority for input before the renewal option is exercised.

2. Discussion regarding the City of Miami Beach and the Communication Workers of America (CWA) bargaining unit outstanding impasse issues.

Mr. Gonzalez summarized and introduced the item. Mr. Gonzalez stated that the outstanding issues before the Committee today were referred by the City Commission at their October 19, 2005 meeting.

Mr. Gonzalez added that since October 19, 2005, the Administration has met twice with representatives of the CWA in order to resolve the remaining impasse items. He added that after guidance/recommendations from the Committee, the City Commission will vote on the items, and then the Union will hold a ratification vote on their contract.

Mr. Gonzalez and Mr. Richard McKinnon, President of CWA Local 3178, referred the Committee to the handout entitled "Remaining Impasse Items – Finance Committee Meeting – 11/10/05" (attached as Exhibit A).

Mr. Gonzalez and Mr. McKinnon stated that the Administration and CWA are in agreement with items one through six in the "Status Quo Items" section of the referenced handout.

The Committee unanimously approved the Administration's and the CWA's recommendation for maintaining the status quo for the following items:

- 1. Sick/vacation leave accrual (no change);**
- 2. Accreditation Pay (no change);**
- 3. Overtime (3.5 times) pay for call-in on day off (no change);**
- 4. Reporting Pay Language (no change);**
- 5. Tuition Reimbursement Language (no change); and**
- 6. EMT Lifeguard Pay (no change)**

Representatives from the Administration and the CWA addressed the Committee and made their recommendations for the remaining twelve impasse items.

The Committee discussed items one through twelve in the "Remaining Impasse Items" section of the referenced handout.

The Committee unanimously approved the following recommendations for items one through twelve in the "Remaining Impasse Items" section of the referenced handout:

- 1. Elections of Remedies: eliminate Personnel Board and use arbitration only;**
- 2. Union Time Bank and Union Conventions: create a detached primary union representative to conduct all union business as described throughout the CWA collective bargaining agreement (with the exception of attendance at negotiation sessions or Labor Management meetings). In addition, the union shall have a back-up designee that may be allowed to conduct union business on City time, if necessary, only if the primary union rep is sick or on vacation;**
- 3. Cleaning Allowance: maintain the status quo for eligible employees who wear a uniform;**
- 4. Promotions: maintain the status quo;**
- 5. Seasonal/Temporary Employees: increase the number of temporary employees to 100;**
- 6. Random Drug Testing: accept the Administration's recommendation for testing of all public safety classifications and using the current language drafted in the AFSCME labor contract;**
- 7. Certification Pay: maintain the status quo;**
- 8. Lifeguard/Pool Scheduling: accept the Administration's recommendation for management flexibility in scheduling work hours and work days;**
- 9. OSHA/Asbestos Standard Removal Procedures Language: accept the City's notification efforts if the presence of asbestos exists prior to beginning work, but not including it in contracts.**

- 10. Minimum Score for Automatic Step Increase: create a pay-for-performance system for step increase consistent with what is provided to the GSA and AFSCME bargaining units;**
- 11. Uniforms: accept the Administration's proposal for uniforms and in addition grant the CWA's request to provide Life Guards with one dress shirt, dress pant and official badge.**
- 12. Contracting Out: accept the Administration's recommendation which clarifies the City's obligation to discuss the effects of the decision to use subcontractors with the Union only in the event that it would result in lay-offs to any bargaining unit members.**

Handout or Reference Materials:

Exhibit A: Document titled: "Remaining Impasse Items – Finance Committee Meeting – 11/10/05," submitted by the Administration

Exhibit B: Letter from Akerman Senterfitt, submitted by the Administration

Exhibit C: Document titled: "Resolution of Impasses," submitted by the Administration

Exhibit D: Document titled "CWA Proposal," submitted by CWA Local 3178

Exhibit E: Document titled "2003 Florida Ocean Rescue Staffing Survey," submitted by CWA Local 3178

Sign-In Sheet for November 10, 2005 Finance and Citywide Projects Committee Meeting

- 3. Discussion regarding the establishment of a fund to improve education and funding it through unclaimed or undesignated funds from the City of Miami Beach Homeowner's Dividend Fund.**

ACTION

The Finance and Citywide Projects Committee recommended the establishment of a fund to improve public educational programs by public entities in Miami Beach and funding said fund through donated, unclaimed and/or undesignated funds from the City of Miami Beach Homeowner's Dividend Fund.

Vice-Chairman Steinberg introduced and summarized the item. Vice-Chairman Steinberg stated that instead of just having homesteaded residents apply for and receive payment of their share of the Miami Beach Homeowner's Dividend; the City could offer an alternative to citizens for donating their share of the dividend for educational improvements in the City of Miami Beach.

Vice-Chairman Steinberg suggested that the Administration could develop a procedure for sending out a mailing notifying citizens that they are entitled to their share of the fund or they can donate their portion to benefit education in the City. He further suggested that if citizens do not respond to the mailing, unclaimed dividends could be donated to the establishment of a fund for the improvement of education.

Vice-Chairman Steinberg stated that after the establishment of the educational fund, the City could put together a panel for review of applications and disbursements of funds for public programs that enhance education in the City for Miami Beach residents.

4. Discussion regarding the proposed land exchange of City-owned property located at 1833 Bay Road for the privately owned property located at 1825 West Avenue.

ACTION

Item Deferred

JMG/PDW/mm 

EXHIBIT A

Remaining Impasse Items – Finance Committee Meeting – 11/10/05		
Impasse Item	City Impasse Position	CWA position
1. Election of Remedies	Eliminate Personnel Board and use arbitration only	Agree on Hearing Examiner for demotions, terminations and suspensions of 4 or more days. For suspensions of 3 days or less, employees can still go to Personnel Board
2. Union Time Bank	1200 hours Union time bank (to include all time except negotiations and Labor-Management meetings)	Time bank of 2,080 hours and same language as Police & Fire
Union Conventions	Time included as part of Union time bank	
3. Cleaning Allowance	Status Quo	Want re-opener Want all employees who wear a uniform to be considered for cleaning service
4. Promotions	Status quo	Rule of 3
5. Seasonal/Temporary Employees	lift the restrictions on hiring employees needed to supplement the workforce	No limitation on time worked, can be 10% of entire bargaining unit, can buy back temporary time once becomes regular (only if continuous, no breaks between employment), give credit on entrance exams (i.e., 1 point for 1 month of service), can also buy back probationary time once becomes regular

Remaining Impasse Items – Finance Committee Meeting – 11/10/05		
Impasse Item	City Impasse Position	CWA position
6. Random Drug Testing	Random drug testing for all public safety classifications (including Communications Operator, Complaint Operator II, Crime Scene Tech I & II, Dispatcher, Dispatcher Trainee, Lifeguard I, II & Lts., Pool Guards, PET I & II & PSS. Using AFSCME language	Agree to (1) use City language and add Last Chance agreement or (2) trade off limitations on number of times tested and get a last chance for employees who test positive. Union wants to be able to confirm procedures used by City for true random 10.8 using a random method that will be verified & disclosed by a random program Last chance "may" to "shall" and limit last chance to last chance and not reasonable suspicion. Penalty is not grievable Drug test itself (accuracy of the test) needs to be grievable Want time limit of length of substance abuse rehabilitation (last sentence) Blood analysis (at employee option)
7. Certification Pay	Status quo	\$50/pay period for Code Officers who receive FACE level III certification
8. Lifeguard/Pool Scheduling	Management Flexibility – Management Right	Year round 4 day work weeks for Lifeguards & Pool Guards (based on using temporaries not hiring full time) 4800 part-time hours – 40 temps x 10 hours/day x add'l 12 weeks = \$4,800 @\$16.95/hr = \$81,360

Remaining Impasse Items – Finance Committee Meeting – 11/10/05		
Impasse Item	City Impasse Position	CWA position
9. OSHA/Asbestos Standard Removal procedures language	Status quo	City must provide written notice prior to beginning work regarding presence of asbestos (Union can work with City on notices) Want surveys made available for access by employees at inspected locations
10. Minimum score for automatic step increase	Change minimum score to 75 instead of 50 for a (3%-4%) step increase	Want to remove numerical score and receive increase based on satisfactory performance review
11. Uniforms	a). Reduce number of uniforms from 6 to 5 – Status Quo b). Eliminate "cotton" c). Add sponsorship language	Will agree to IZOD language and removing the word "cotton" and in return, want a dress uniform for the Lifeguards.
12. Contracting out	Clarifying language to be applicable to lay-offs only	Status quo

Status quo items – no longer at impasse		
Impasse Item	City Impasse Position	CWA position
1. Increase sick/vacation leave accrual	Status quo	Status quo
2. Accreditation Pay	Status quo	Status quo
3. Overtime (3.5 times) pay for call-in on day off	Status Quo	Status quo
4. Reporting Pay language	Status Quo	Status quo
5. Tuition Reimbursement Language	Status quo	Status Quo
6. EMT Lifeguard pay	Status Quo	Status quo



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One Southeast Third Avenue
SunTrust International Center
28th Floor
Miami, Florida 33131-1714
www.akerman.com
305 374 5600 tel 305 374 5095 fax

June 16, 2005

VIA FACSIMILE

Honorable June Farrell
Public Employees Relations Commission
4050 Esplanade Way
Tallahassee, Florida 32399-0950

Re: PERC Case No. SM-2004-037
City of Miami Beach's Letter Concerning Special Magistrate's Recommendations

Dear Ms. Farrell:

As an initial matter, it should first be noted that the cost of the CWA demands (and the Special Magistrate's recommendations) greatly exceeds what is fiscally prudent and completely disregards the interest of the City's taxpayers. These demands also present unacceptable operational and efficiency concerns. In addition, the Special Magistrate's recommendations were blatantly slanted in favor of the union with respect to many of the City's management rights. In some cases, the recommendations ignored or simply failed to mention or recognize the City's positions and explanations. Finally, his report contained a number of inaccuracies and inconsistent statements.

More specifically, the City provides the following responses to each of the recommendations made by the Special Magistrate:

TERM OF AGREEMENT: While the City would agree with the Special Magistrate's concept that the parties may prefer a 3 year contract over a 1 year contract, it is important to note that pursuant to Chapter 447 of Florida Statutes, the City Commission is legally entitled to impose a contract for only the first fiscal year at issue, which is the fiscal year that covered the period October 1, 2003 through September 30, 2004.

WAGES: While the City agrees with the concept suggested by the Special Magistrate that wages should not be paid in a retroactive manner, the City rejects the proposed amount of wages in the first, second and third years of this agreement because the amounts are higher than

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the City believes to be appropriate. In addition, the Special Magistrate refused to consider relevant comparative (and statutorily required) wage and benefits data provided by the City.

PENSION: The City accepts the Special Magistrate's recommendation that employees who are promoted from the CWA into a position that is outside the General Employee's Retirement Plan could elect to remain in that Plan. However, the City rejects all remaining recommendations made by the Special Magistrate regarding the other proposed pension changes because the cost of those proposed pension changes is excessive and unnecessary.

HEALTH INSURANCE: The City rejects the recommendation because the creation of a separate health trust for the CWA will have an adverse financial impact on both the City and the remaining participants in the City's healthcare plans.

ELECTION OF REMEDIES: The City rejects the Special Magistrate's recommendation, in part because it would leave the CWA as the only bargaining unit whose members could take disciplinary appeals to the Personnel Board, which would unnecessarily create administrative inefficiencies. In addition, unlike the arbitration process, which is a professional experienced arbitrator, only one member of the board is required to have any human resources experience.

UNION TIME BANK/CONVENTIONS: The City rejects the Special Magistrate's recommendation of the status quo in part because the recommendation completely ignored the City's proposal on this issue, which would have allowed for more administrative controls and accountability on the use of Union time for any reason.

CLEANING ALLOWANCES AND UNIFORMS: The City rejects the Special Magistrate's recommendation to keep the status quo for cleaning allowance and for uniforms because those recommendations are completely inconsistent with the City's position and will result in unnecessary additional cost to the City. The City also rejects the Special Magistrate's recommendation regarding payment to the Union's general funds related to the IZOD contract in part because no such funds are anticipated. Even if there were any, such funds should be paid only to the City's taxpayers. Such funds, if any ever exist, should be used by the City to better serve the public and not to enrich the Union's general fund. In addition, once again, the Special Magistrate's recommendation completely ignored the City's position on the contract language related to sponsorship, reduction in number of uniforms issued accordingly, and the "cotton" requirement. The City accepts the Special Magistrate's recommendation that no dress uniform should be provided to any member of this bargaining unit.

PROMOTION: The City accepts the Special Magistrate's rejection of the Union proposal regarding use of promotional exams, but the City rejects the Special Magistrate's recommendation that the City develop a rule that the oral exam should be limited to the three employees who scored the highest on a written exam because the City believes that such a rule would unnecessarily impede the City's ability and management right to select the best employees.

for promotion. Moreover, the Special Magistrate ignored the City's concerns regarding potential EEOC issues.

SICK/VACATION LEAVE ACCRUALS: The City accepts the Special Magistrate's recommendation that the status quo should be maintained on this issue.

TEMPORARY EMPLOYEES: The City rejects the Special Magistrate's recommendation that the status quo of thirty (30) temporary employees be maintained while at the same time creating a rule which would limit the City's ability to use temporary employees for more than six (6) months because this will unnecessarily restrict the City's ability to use temporary employees.

RANDOM DRUG TESTING: The City accepts the Special Magistrate's acknowledgement that the Union and the City have agreed to the list of positions within the bargaining unit that should be subject to a random drug testing program. However, because the Special Magistrate did not identify which one of the two sets of contract language proposed by the City and Union would be used for the rest of this drug testing article, the City must reject the Special Magistrate's suggestion that the parties are in full agreement on this issue.

ACCREDITATION PAY AND CERTIFICATION PAY: The City accepts the Special Magistrate's recommendation that no accreditation pay should be paid to any bargaining unit members. However, the City's rejects the Special Magistrate's recommendation that a \$50.00 certification pay should be paid to Code Compliance Officer and Administrators who maintain certain certifications, as the City does not believe that such certification pays are warranted in these circumstances.

TEN (10) HOUR SHIFT FOR LIFEGUARDS AND POOL GUARDS: The City rejects the Special Magistrate's recommendations that ten (10) hour shifts be implemented for a full year for both life guards and pool guards. This suggestion is an unnecessary impediment to the City's exercise of its management right to determine appropriate shifts and coverage, and it would have a negative impact on operational efficiencies, as well as an increased cost due to the additional staffing required to cover the shifts.

OSHA/ASBESTOS REMOVAL PROCEDURES: The City would accept the Special Magistrate's suggestion that none of the OSHA requirements should be incorporated into the collective bargaining agreement. However, the City rejects the Special Magistrate's suggestion that the City should adopt some type of a practice inspecting each building and then write a note to employees to insure them that each building is asbestos free. In fact, the City is already doing all inspections and reports required by law.

TUITION REIMBURSEMENT: The City rejects the Special Magistrate's recommendation because although it states that the language should remain status quo in the contract, his description of the status quo is inaccurate.

TRIPLE TIME AND ONE-HALF PAY: The City rejects the Special Magistrate's recommendation that the Triple time and one-half pay benefit should be kept for certain employees who work on holidays, because such a benefit is excessively bloated and unnecessary.

REPORTING PAY: The City rejects the recommendation to keep this language because it is obsolete and unnecessary for this agreement.

PAY FOR PERFORMANCE: The City rejects the status quo recommendation because it believes that the employees in this bargaining unit should be in that Pay for Performance system like the GSA and AFSCME bargaining unit members, and many other non-union City employees.

CONTRACTING OUT: The City rejects the status quo suggestion on this issue in part because the maintenance of that language could cause operational inefficiencies. In addition, the present language is unnecessarily broad and more than the law requires in part because the contract already provides ample protection for employees who might be laid off in the event of the use of an outside contractor.

EMT LIFEGUARD PAY: The City accepts the recommendation that the status quo (the 5% EMT pay supplement) should be maintained.

Very truly yours,

AKERMAN SENTERFITT


James C. Crosland

cc: Mr. Jorge Gonzalez, City Manager
Ms. Linda Gonzalez, Labor Relations Director
Robert S. Sugarman, Esquire

West's F.S.A. § 447.403

C

West's Florida Statutes Annotated Currentness

Title XXXI. Labor (Chapters 435-453)

Chapter 447. Labor Organizations (Refs & Annos)Part II. Public Employees (Refs & Annos)**→ 447.403. Resolution of impasses**

(1) If, after a reasonable period of negotiation concerning the terms and conditions of employment to be incorporated in a collective bargaining agreement, a dispute exists between a public employer and a bargaining agent, an impasse shall be deemed to have occurred when one of the parties so declares in writing to the other party and to the commission. When an impasse occurs, the public employer or the bargaining agent, or both parties acting jointly, may appoint, or secure the appointment of, a mediator to assist in the resolution of the impasse. If the Governor is the public employer, no mediator shall be appointed.

(2)(a) If no mediator is appointed, or upon the request of either party, the commission shall appoint, and submit all unresolved issues to, a special magistrate acceptable to both parties. If the parties are unable to agree on the appointment of a special magistrate, the commission shall appoint, in its discretion, a qualified special magistrate. However, if the parties agree in writing to waive the appointment of a special magistrate, the parties may proceed directly to resolution of the impasse by the legislative body pursuant to paragraph (4)(d). Nothing in this section precludes the parties from using the services of a mediator at any time during the conduct of collective bargaining.

(b) If the Governor is the public employer, no special magistrate shall be appointed. The parties may proceed directly to the Legislature for resolution of the impasse pursuant to paragraph (4)(d).

(3) The special magistrate shall hold hearings in order to define the area or areas of dispute, to determine facts relating to the dispute, and to render a decision on any and all unresolved contract issues. The hearings shall be held at times, dates, and places to be established by the special magistrate in accordance with rules promulgated by the commission. The special magistrate shall be empowered to administer oaths and issue subpoenas on behalf of the parties to the dispute or on his or her own behalf. Within 15 calendar days after the close of the final hearing, the special magistrate shall transmit his or her recommended decision to the commission and to the representatives of both parties by registered mail, return receipt requested. Such recommended decision shall be discussed by the parties, and each recommendation of the special magistrate shall be deemed approved by both parties unless specifically rejected by either party by written notice filed with the commission within 20 calendar days after the date the party received the special magistrate's recommended decision. The written notice shall include a statement of the cause for each rejection and shall be served upon the other party.

(4) If either the public employer or the employee organization does not accept, in whole or in part, the recommended decision of the special magistrate:

(a) The chief executive officer of the governmental entity involved shall, within 10 days after rejection of a recommendation of the special magistrate, submit to the legislative body of the governmental entity involved a copy of the findings of fact and recommended decision of the special magistrate, together with

West's F.S.A. § 447.403

the chief executive officer's recommendations for settling the disputed impasse issues. The chief executive officer shall also transmit his or her recommendations to the employee organization;

(b) The employee organization shall submit its recommendations for settling the disputed impasse issues to such legislative body and to the chief executive officer;

(c) The legislative body or a duly authorized committee thereof shall forthwith conduct a public hearing at which the parties shall be required to explain their positions with respect to the rejected recommendations of the special magistrate;

(d) Thereafter, the legislative body shall take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve all disputed impasse issues; and

(e) Following the resolution of the disputed impasse issues by the legislative body, the parties shall reduce to writing an agreement which includes those issues agreed to by the parties and those disputed impasse issues resolved by the legislative body's action taken pursuant to paragraph (d). The agreement shall be signed by the chief executive officer and the bargaining agent and shall be submitted to the public employer and to the public employees who are members of the bargaining unit for ratification. If such agreement is not ratified by all parties, pursuant to the provisions of s. 447.309, the legislative body's action taken pursuant to the provisions of paragraph (d) shall take effect as of the date of such legislative body's action for the remainder of the first fiscal year which was the subject of negotiations; however, the legislative body's action shall not take effect with respect to those disputed impasse issues which establish the language of contractual provisions which could have no effect in the absence of a ratified agreement, including, but not limited to, preambles, recognition clauses, and duration clauses.

(5)(a) Within 5 days after the beginning of the impasse period in accordance with s. 216.163(6), each party shall notify the President of the Senate and the Speaker of the House of Representatives as to all unresolved issues. Upon receipt of the notification, the presiding officers shall appoint a joint select committee to review the position of the parties and render a recommended resolution of all issues remaining at impasse. The recommended resolution shall be returned by the joint select committee to the presiding officers not later than 10 days prior to the date upon which the legislative session is scheduled to commence. During the legislative session, the Legislature shall take action in accordance with this section.

(b) Any actions taken by the Legislature shall bind the parties in accordance with paragraph (4)(c).

CREDIT(S)

Amended by Laws 1997, c. 97-103, § 157, eff. July 1, 1997; Laws 2001, c. 2001-43, § 44, eff. May 14, 2001; Laws 2002, c. 2002-387, § 1008, eff. Jan. 7, 2003; Laws 2004, c. 2004-11, § 81, eff. Oct. 1, 2004.

HISTORICAL AND STATUTORY NOTES

Derivation:

- Laws 1984, c. 84-228, § 1.
- Laws 1980, c. 80-367, § 1.
- Laws 1979, c. 79-400, § 192.
- Laws 1977, c. 77-343, § 15.
- Laws 1974, c. 74-100, § 3.

City Proposals for remaining items at Impasse – Finance Committee Meeting 11/10/05	
Impasse Item	City Impasse Position
1. Election of Remedies	Eliminate Personnel Board and use arbitration only
2. Union Time Bank	1200 hours Union time bank (to include all time except negotiations and Labor-Management meetings)
Union Conventions	Time included as part of Union time bank
3. Seasonal/Temporary Employees	lift the restrictions on hiring employees needed to supplement the workforce (can compromise on some level of time limitation)
4. Random Drug Testing	Random drug testing for all public safety classifications (including Communications Operator, Complaint Operator II, Crime Scene Tech I & II, Dispatcher, Dispatcher Trainee, Lifeguard I, II & Lts., Pool Guards, PET I & II & PSS. Using AFSCME language
5. Lifeguard/Pool Scheduling	Management Flexibility
6. Minimum score for automatic step increase	Change minimum score to 75 instead of 50 for a (3%-4%) step increase
7. Uniforms	a). Eliminate "cotton" b). Add sponsorship language
8. Contracting out	Clarifying language to be applicable to lay-offs only
9. EMT Lifeguard pay	1.5% (in line with IAFF)

Status Quo Items
1. Cleaning Allowance
2. Promotions
3. Certification Pay
4. OSHA/Asbestos Removal
5. Sick/Vacation leave Accrual
6. Accreditation Pay
7. Overtime – 3.5 times
8. Reporting Pay
9. Tuition Reimbursement
10.

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SM

EXHIBIT D

CWA PROPOSAL



TO SETTLE

ALL REJECTED

SPECIAL MAGISTRATE'S

RECOMMENDATIONS

BY THE CITY MANAGER

Status of issues at impasse

STATUS QUO

CWA and City, as per 10/19/2005 City proposal, agreed on status quo, regarding the following items:

1. Sick and vacation leave accrual
2. Tuition reimbursement
3. Triple time and half pay
4. Reporting pay
5. Contracting out
6. Number of uniforms given to employees

Concessions made by CWA in its last proposal

1. Random Drug Test – Union Language
2. City Sponsorship program (IZOD)
3. Election of Remedies (Personnel Board)
4. "Temporary" employees

Concessions made by City

NONE (0)

Outstanding issues

1. Promotions
2. Union Time bank
3. Performance evaluation
4. 10 hours of lifeguard coverage year-round (4/10)
5. Pool Guard 4/10
6. Certification pay for Code Compliance
7. Asbestos information program
8. Cleaning allowance

DRUG TESTING

SPECIAL MAGISTRATE RECOMMENDATIONS

The Special Magistrate asks the City Commission to adapt the application of random drug testing as endorsed by both the City and the Union for the jobs as outlined above.

CITY PROPOSAL

City language has no last chance agreement.

UNION PROPOSAL

CWA made a concession during the Special Magistrate proceedings and agreed to Random Drug Test for employees who come in contact with drugs, weapons and patients.

CWA proposed using IAFF language and agreed to remove "once a year" language at the City's objection to make it a true random test.

ARTICLE 10
DRUG AND ALCOHOL TESTING

Section 10.01. Non-Random Drug testing. -

- a. The City and the Union agree that employees covered by their collective bargaining agreement may be required by the City to undergo urinalysis or blood testing or breathalyzer if there is reasonable belief of drug or alcohol usage or upon the taking of an otherwise required physical examination.
- b. The City may require any employee to submit to a blood analysis, urine analysis and/or Breathalyzer when it has a reasonable suspicion as defined in Florida Statutes 440.102 (N) that an employee is under the influence of or using alcohol, drugs or narcotics and/or when an employee has caused, contributed to or been involved in an accident (i.e., automobile or other injury).
- c. For purposes of reasonable belief screening criteria under Section, employees shall be deemed alcohol impaired if their blood/alcohol level is measured at .04 or above.

Section 10.02. Random Drug test.

Sub-Section 10.02.01. - Selection - In an effort to identify and eliminate on-duty or off-duty controlled substance/alcohol abuse, the City and the Union have agreed that employees in the bargaining unit working in classifications that handle weapons, drugs or patients shall be administered as provided herein. Employees shall be advised of their contractual rights relative to this Article any time a urinalysis/breathalyzer alcohol test is required. Employees refusing to submit to a urinalysis/breathalyzer test under the provisions set forth herein shall be dismissed.

- a) **Random Screening: Effective October 1, 2004, all employees shall be required to submit to urinalysis ~~once per calendar year.~~ Employees shall be selected using a**

random selection process agreed to by the Union and the City, and shall be tested during their normal workday.

b) Reasonable Belief Screening: Employees may be tested under the following criteria:

- 1) When a Head of Division or above has reasonable belief based on objective factors that the employee has possession of, or is using, dispensing, or selling any illegal drug or controlled substance which is not prescribed by a licensed physician.
- 2) When a Head of Division or above has reasonable belief based on objective factors that the employee is under the influence of alcohol on duty, or on an off-duty detail, or traveling to or from same in a City vehicle, or while in a status where injury would be covered by Workers' Compensation and/or I.S.C.

Sub-Section 10.02.02. - Screening.

- a) Employees shall take a breathalyzer test in the case of suspected alcohol abuse, and/or give a urine sample for suspected substances abuse, as determined by the City, at either a hospital or an accredited testing lab, as chosen by the City. The hospital or accredited testing lab shall include sufficient safeguards to ensure that a proper chain of custody is enforced. When a sample is required to be submitted under any of the above circumstances, a portion of the first sample shall be retained, and the employee may choose to submit a second, separate sample as described in b) below. All positive tests for controlled substance(s) shall be confirmed by Gas Chromatography Mass Spectrometry (GCMS) or equivalent testing method. Testing shall be performed by an accredited, State licensed clinical lab.

- b) Except in the case of alcohol testing, if the employee chooses to submit a second, separate sample it shall be collected at either a hospital or accredited, State licensed clinical lab, chosen by the City, within four (4) hours of the time the initial sample is submitted. If the employee declines to submit a second, separate sample or is unable to submit a second, separate sample within the four (4) hour time period, the retained portion of the initial test shall be used for any additional confirming tests. Any additional confirmation testing shall only be conducted following a positive result from the initial test, and shall be performed at a second, separate State licensed clinical lab of the City's choice. All additional confirmation testing shall be by GCMS or equivalent testing method.
- c) For purposes of reasonable belief screening criteria under Section 10.02.01 (b)(2), employees shall be deemed alcohol impaired if their blood/alcohol level is measured at .04 or above.

UNIFORMS AND SPONSORSHIP

SPECIAL MAGISTRATE RECOMMENDED

The current practice for cleaning of uniforms should prevail. At the same time, if the City is being paid by IZOD to have its employees wear uniforms with the logo, the employees should share in 50-percent of this compensation. That money could be given to the Union's general fund.

The Special Magistrate asks the City Commission to reject the Union's petition for dress uniforms for lifeguards.

CITY PROPOSAL

City proposed to provide for a greater selection of uniforms in a cost effective manner by elimination the word "cotton" language and adopting the City's sponsorship language.

UNION PROPOSAL

CWA agrees with City's sponsorship language and in return ask to allow the final part of the integration process of the Ocean Rescue Division in the Fire Department by issuing Lifeguards a formal uniform of the Fire Department to be worn for Departmental meetings, City Administration meetings and official presentations by the City Commission.

CWA PROPOSED LANGUAGE

Section 08.11. - Uniform Provision. - Persons employed in all divisions, including the Public Safety Communications Unit (PSCU), who are compelled to wear City-issued uniforms shall be provided with six (6) uniforms.

a) Full-time Pool guards shall be provided with the following work uniforms:

1. one (1) cotton sweat suit per year,
2. Six (6) long sleeved/short sleeved cotton shirts or any combination thereof shall be offered, to ~~Lifeguard I, II, Lieutenant~~, Pool Guard I, II, to further protect them from the dangerous ultra-violet rays.
3. and a winter jacket every five (5) years.

b) Fire Department / Ocean Rescue Division

Lifeguard I, II, Lieutenant shall be provided with the following uniforms:

1. one (1) cotton sweat suit per year,
2. Six (6) long sleeved/short sleeved cotton shirts or any combination thereof shall be offered, to Lifeguard I, II, Lieutenant, ~~Pool Guard I, II~~, to further protect them from the dangerous ultra-violet rays.
3. and a winter jacket every five (5) years.
4. one (1) pair of dress pants, similar to those provided to fire-fighters, two (2) Lifeguard Lieutenant.
 $(\$20 \times 58) = \$1,160.00$ $(\$20 \times 7) = \140 **\$1,300**
5. two (2) Class A shirts, similar to those provided to fire-fighters, four (4) for lifeguard Lieutenant.
 $(\$15 \times 58) = \$870 \times 2 = \$1,740 - (\$15 \times 7) = \$105 \times 4 = \420 **\$2,160**
6. one Fire Department badge, for length of career, with lost, damaged or stolen, the badge shall be replaced at employees' expenses.
 $(\$25 \times 65) = \$1,625$ **\$1,625**

TOTAL COST, PER YEAR

\$7,035

c) Uniforms will be issued on the following schedule:

a) All uniforms will be delivered to the employees in the month of January of each year.

d) Union agrees to participate in the City's Sponsorship program.

PERSONNEL BOARD/ ELECTION OF REMEDIES

SPECIAL MAGISTRATE RECOMMENDED

The Special Magistrate urges the City Commission to maintain the status quo in this issue.

City's position/proposal

Allow employees to appeal those disciplinary actions currently heard by the Personnel Board solely through an independent professional arbitrator experienced in labor issues and mutually selected by both parties, via the existing grievance arbitration proceeding in the labor contract.

Union's position/proposal

CWA agrees to make a concession and endorse the City's proposal to limit appeals for disciplinary actions to the arbitration process contained in the CBA.

TEMPORARY EMPLOYEES

SPECIAL MAGISTRATE RECOMMENDATIONS

The Special Magistrate asks the City Commission to maintain its practice of hiring up to 30 temporary employees as the need arises. At the same time, it should adopt a policy whereby a temporary employee could work up to 40 hours per week over a given time—let's say a maximum of six months within a period of one year. The City, then, would have to decide whether or not to hire this person as a full-time employee.

In this way, a temporary employee would be just that—temporary. It could also serve as a probationary period in order to see if the employee could serve the City as a full-time worker.

CITY PROPOSAL

City's proposes to remove all restrictions so that it can hire as many temporary employees for as long as it wants to perform bargaining unit work.

Union perceives this proposal as a way to totally circumvent the collective bargaining process of the State of Florida. It's a union busting tactic, pure and simple.

UNION PROPOSAL

CWA proposal gave the City some concessions sought in the past and made suggestions to help employees who will be impacted that those concessions to make it a fairer work place.

- Retain current language, increase number from a hard 30 to a soft 10% of bargaining unit which would increase it to 43 and possibly higher with growth of bargaining unit.
- Remove restrictions that temporary employees can only work less than one year at a time.

- City will save money so that it does not have to reprocess all these employees every year.
- Temporary employees should receive 1 pts for every month of satisfactory service to be added on top of their final score for full-time positions examination and shall be able to buy-back all continuous time prior to being hired as full-time employees.

CWA LANGUAGE PROPOSAL

Section 09.06 - Temporary Employees

The City shall have the-unrestricted right to hire up to a total of 10% of bargaining unit as thirty (30) "temporary" employees. in any bargaining unit. Temporary employees shall ~~provided they are~~ not be hired at the detriment of the bargaining unit employees. Temporary employees being utilized to fill in on short-term vacancies shall not be considered as a detriment to the bargaining unit's employees.

Such Temporary employees shall be paid rates set in the sole discretion of management, and a "temporary" employee's employment service may not exceed ~~one (1) continuous year at any one time.~~ Temporary employees may not work in a classification wherein a permanent Civil Service employee is laid off.

The City shall send the Union a separate report of "temporary" hires that shall be included with the data transfer that the City send electronically to the Union on a bi-weekly basis as per Article 3.

Temporary employees shall not be covered by Civil Service or Personnel Board Rules, and they shall serve at the will of their employer without right of appeal or access to the grievance procedure contained herein, and they shall not receive any fringe benefits or pension benefits but in the event that a "temporary employee" is hired as a regular employee, he/she shall be allowed to purchase creditable service time for time worked as a "temporary employee" prior to being hired as regular employee and shall be allowed to purchase that time at the same rate as probationary time. Terminated "temporary" employees may be re-hired if their separation is under honorable circumstances. Regarding the implementation of the thirty (30) Temporary positions, it is understood that those positions were not limited to, but could be used to develop a cadre of employees who, on short notice, could serve as backup for regular employees or for such things as vacancies caused by absences due to maternity, military leave, sick leave, off-duty injury, on-duty injury, and work overload. The examples cited herein are not meant to be all inclusive.

The City may hire, subject to the provisions of Section 09.06, to serve as temporary employees, former employees of the city who retired in "good standing." Such employment shall be on a part-time (i.e., less than 40 hours per week) basis only, and shall be subject in all respects to the conditions of this Section 09.06. It is further recognized that employees who retire "in good standing" who may be interested in working on a temporary, part-time basis, and should temporary work become available, the retired employees will have the opportunity to make application for one of the temporary positions. Such part-time positions shall not be covered by Civil Service rules or regulations, will have no fringe or pension benefits., and the salary shall be at a rate determined by the City. Further, the temporary employees shall not have a choice of picking schedules, but will be assigned by the City's management on an as needed, when needed, basis.

PROMOTIONS

SPECIAL MAGISTRATE RECOMMENDATIONS

In light of the above, the Special Magistrate urges the City Commission to frame a compromise policy. He asks the Commission to reject the Union's proposal of selecting candidates based solely on exam scores. But, in order to maintain the proper spirit of promotions and to give value to test scores, he asks that the City Commission establish a policy that only the candidates who score in the top three of promotional exams be considered for oral interviews for a vacant position. Such a policy would give proper weight to the qualifying exams, yet allow management the opportunity to consider the so-called intangibles often necessary for success in the new position.

City's proposal

CITY proposes status quo

CWA's proposal

CWA proposes to improve the morale of its employees by restoring merit in the Merit System for promotions.

Favoritism for promotions has been rampant and has hurt the City of Miami Beach employees' morale. The current mechanism for promotion, although loved by supervisors is just a disguise.

CWA PROPOSED LANGUAGE

Section 09.17 - Promotions. - Within 120 days of the date the Agreement is ratified by the City, the Labor Management Committee will meet to discuss selection procedures relative to promotions of bargaining unit employees to other bargaining unit positions. For promotions of positions within our bargaining unit, the parties agree as follows:

- (1) The Human Resources Department shall advertise and post the job announcement for at least 2 weeks, at the Human Resources office and in all City's Departments/Division offices.
- (2) Eligible applicants for promotional examination shall be given a written test and/or an oral /performance test which shall count for 100% of the test score. Seniority points shall be added, 0.2 for each year up to 25 years of service, to the written test an/or oral test score. The overall score shall be determined by adding the test score and the seniority points.
- (3) The written test or oral test shall be developed under the direction of Human Resources Director. A reading list of three (3) sources, or less, for examination materials from which the questions shall be drawn will be set by Human Resources Director after consultation with the Department Director and approved by the Union. Any reading lists will be agreed and posted at least (30) days prior to the administration of such test. A copy of the list of final scores will be given to each applicant, upon completion of the grading. All Challenges of questions on the written test must be made in writing to the Human Resource Director within 5 working days of the date of receipt of the final score (s) by an applicant and he/she shall conclusively decide the challenge. It is understood that all tests questions and answers shall use an objective, measurable criteria that can be verified within the assigned reading material.
- (4) For the oral tests, questions shall be job related and evaluators shall use common criteria to assess the quality of candidates' answers and to determine scores. Final scores on oral examinations shall be the average of all scores made by evaluators.
- (5) After all the test scores and the seniority points are added, a list of final scores shall be given to the appointing officer and shall constitute the Promotional/Eligibility list which shall be posted. The appointing officer shall interview the top three candidates with the most points and shall promote within the top three candidates. If an employee with a higher score is passed over and the promotion is given to an applicant with a lower overall score, the appointing officer shall give a written objective explanation to the applicant who was passed over. Appointments shall be made within thirty (30) days after the receipt of the Promotional/Eligibility list.
- (6) The Promotional/Eligibility lists shall be valid for two (2) years after the appointment of the first candidate.

UNION TIME BANK

SPECIAL MAGISTRATE RECOMMENDATIONS:

The Special Magistrate feels that the current policy of the Collective Bargaining Agreement should stand.

CITY PROPOSAL

City is offering CWA a 1200 hour time bank with no rollover and loss of time if not used to investigate or process grievances by members of the Grievance Committee. Union perceives this proposal as another union busting tactic and to deny our members proper union representation.

CWA has **65** classifications, **450** employees, reporting to work in **23** different City buildings.

FOP has **5** classifications, **360** employees reporting to work at 2 City buildings. City offered:

Detached Duty for President – 2080 hours –

UTB – 1500 with rollover for time not used to investigate and process grievances on duty.

IAFF has **4** classifications, **180** employees, reporting to work at **4** City buildings. .

City offered:

UTB - 1500 with rollover for time not used to investigate and process grievances on duty.

UNION PROPOSAL

CWA's proposes:

- Or status quo as recommended by Special Magistrate.
- Same language given to FOP and IAFF with the exception that the number of hours be proportionally adjusted to 3000 hours a year, to reflect the size and complexity of our bargaining unit.

CWA REPORTING SITES & WORK SITES

Work sites

- | | |
|---|--------------------------------------|
| 01. City Hall | 1700 Convention Center |
| 02. Police Headquarters | 1100 Washington Ave. |
| 03. Old City Hall | 1130 Washington Ave. |
| 04. Fire Station #2 | 2300 Pine Tree |
| 05. Ocean Rescue Div. HQ | 1001 Ocean Drive |
| 06. Pilot house | 1 South Pointe Park |
| 07. 46 th Street Sub-HQ | 4601 Collins |
| 08. 72 nd Street Sub-HQ | 7201 Collins |
| 09. CIP | 777 17 th Street |
| 10. Scott Raycow Recreation Center | 2700 Sheridan Street |
| 11. Flamingo Pool | 999 11 th Street |
| 12. Normandy Pool | 7030 Trouville Esplanade |
| 13. Parks & Recreation HQ | 2100 Washington Ave. |
| 14. Parks Maintenance | 2100 Meridian Ave. |
| 15. Property Maintenance | 1245 Michigan Ave. |
| 16. Parking Maintenance (Painters) | 1833 West Ave. |
| 17. 17 th Street Garage (Meter Technician) | 17 th Street & Convention |
| 18. 42 nd Street Garage (Park. Enforcers) | 42 nd Street & |
| 19. Terminal Isle | 140 MacArthur Causeway |
| 20. Bass Museum | 2121 Park Ave. |
| 21. Public Works Operations | 451 Dade Blvd. |
| 22. North Beach Sub-HQ | 6800 Indian Creek Drive |
| 23. Code Building | 505 17 th Street |

Reporting sites

01. PSCU
02. Records
03. Property
04. Crime Scene
05. Patrol
05. Detective Bureau
06. Services
07. Chief's Office
08. Strategic Investigation
09. Internal Affairs
10. I.T.
11. North Beach Substation
12. Parks & Recreation Department
13. Parks Maintenance
14. Flamingo Pool
15. Scott Raycow Pool
16. Normandy Pool
17. North Shore Community Center
18. Bass Museum
19. Clerk's office
20. Finance Department
21. Central Services
22. Purchasing
23. Answering Center
24. Cashier
25. Building Department
26. Neighborhood Services
27. Economic Development
28. Fire Rescue Station #2
29. Ocean Rescue Division HQ
30. South Pointe Park
31. 46th Street SubHQ
32. 72nd Street SubHQ
33. Code Compliance Office
34. Capital Improvement projects
35. Mechanical Maintenance
36. Public Works Operations
37. Parking Operation (Old City Hall)
38. Parking Meter Technician (17th Street Garage)
39. Parking Enforcement (42nd Street Garage)
40. Parking Maintenance (18th West Ave.)
41. Sanitation

CWA PPOPOSED LANGUAGE

SECTION 8.22. - Union Conventions Time Bank

The CWA and its designees or other members of the Executive Board, as determined by the President, shall have the right to conduct union business (under the conditions described in this Section) through the use of a time bank.

The fiscal year shall be from October 1, to September 30 and the Time Bank shall be 3000 hours per fiscal year. Unused time bank hours from one contract year shall rollover to the next contract year, not to exceed a total of 6000 hours per contract. No more than four (4) employees per shift may be granted union time bank leave at any one time. The President of the CWA shall provide a minimum of twenty-four (24) hours notice to his supervisor for any leave to be granted. Time for attendance at negotiations for a successor agreement is addressed in Article 2.6. - Employee Bargaining Team of this Agreement. In addition, administrative time which has been provided in the past (As determined by the President's Department Director) to the President, other members of the Executive Board or other CWA members, shall be provided for attendance at two mutually agreed upon conferences each year of this agreement and such events shall not be included in the 3000 hour Time Bank. All other union convention time other than these two conferences, shall be part of the Union Time Bank.

The management of the City of Miami Beach / Fire Department or the City Administration reserves the right to rescind the provisions of this Article in the event that is found to be illegal. Canceling the Article shall not preclude further discussions of the President's release for Union business.

PAY-PER-PERFORMANCE

SPECIAL MAGISTRATE RECOMMENDATIONS

The Special Magistrate encourages the City Commission to maintain the status quo in this instance.

City's proposal

Currently, if an employee receives below 50 overall or in any category, that employee has a right to appeal his evaluation to the Personnel Board. The threshold for receiving a step raise is also 50.

City wants to increase the threshold to 75 on performance evaluation to receive a step increase but without adjusting the threshold for redress, leaving employees at the mercy of their supervisor without a mechanism to address abuses. If a Supervisor wanted to deny an employee a step increase, all he would have to do is score the employee between a 74 and 51 and that employee would not be entitled to a hearing to review the decision of the supervisor.

This system invites the possibility of extortion by supervisors, at different levels. Carried to the extreme, a Miami Beach supervisor was accused of demanding payments from his employees in return for favorable performance evaluation where the employee was to receive a pay increase. That supervisor was later terminated.

CWA's proposal

The union recommends no changes/status quo.

- All employees under Step Plans which included, CWA, IAFF and FOP have to reach 50 on their performance evaluation to be entitled to receive a step increase and the threshold for redress is less than 50.

LIFEGUARD SCHEDULING

SPECIAL MAGISTRATE RECOMMENDATIONS

In terms of lifeguards, the Special Magistrate truly wrestled with this issue. Based on the challenged accuracy of previous figures presented at the Hearing by the Union's economic consultant, the Special Magistrate hesitated to accept at face value the Union's projected costs to substitute its plan for the current practice. At the same time, he is keenly aware that we cannot place a price tag on the value of a human life.

City's proposal

City Administration proposed status quo.

CWA's proposal

CWA proposed 4/10 year-round for lifeguards at a cost of \$32,640.00 to protect our citizens and visitors 10 hours a day, year-round.

- The two major beaches to the north and south of Miami Beach have recently instituted a 4/10 for their Fire Department Lifeguards. (See document below)
- Ocean Rescue lifeguards performs a public safety function for the City of Miami Beach with averaging over 500 rescues a year.
- The importance of these rescues are highlighted by the fact that between 1995 and 2005, 90 individuals drowned at our beaches with the main reason attributed to rip currents at unguarded beaches.
- In the past 2 years, two individual drowned during the 5/8 period who might have otherwise been saved, had ORD been on a 4/10 year-round.
- ORD's budget is funded at 100% by the Resort Tax money collected from our visitors, not the taxpayers.

Cost Analysis

4/10 from February to end of October requires:

7 lieutenants,
16 Lifeguard II,
41 Lifeguard I,
480 hours of "Temporary Employees a week".

5/8 from November to end of January requires:

7 lieutenants,
16 Lifeguard II,
41 Lifeguard I,
320 hours of "Temporary Employees a week".

The difference between 4/10 year-round and 4/10 for 9 months is 160 hours of "Temporary Employees" a week, for 12 weeks is 1920 hours, using a salary of \$17 an hour for "temporary" lifeguard, the extra cost of providing extra two hours of lifeguard coverage for those three months is \$32,640.00

November 2, 2005

To: Joe Mc Manus - Lifeguard 2
Miami Beach Beach Patrol
USLA SER - Miami Beach Chapter - President

Per your request:

This letter is to inform you that Miami Dade County Fire Department - Ocean Rescue Bureau Lifeguard personnel (encompassing both Crandon and Haulover Park beaches) have remained on a four day per week - ten hour per day work shift for it's full time, part time (year round) and Supervisor staff members. These employees will continue on the four day work schedule on a year round basis.

MDFD Ocean Rescue will continue to provide professional aquatic, medical and life safety services to the general public while increasing hours of coverage for its beachgoers as well as increasing formalized training for its lifeguard staff members making our emergency service personnel more qualified primary responders. We feel this is a "win / win" situation for members of the general public the Ocean Rescue Bureau and the Department's employees as well.

If you have any questions regarding this matter, please do not hesitate to call me at (786) 336- 6980 or e-mail me at the above address.

Thank you,

Bob Maler
Miami-Dade Fire Rescue Department
Ocean Rescue Bureau - A/OIC
Phone: (786) 336-6980 or 6990
Cell: (305) 801-4302
Pager: (305) 366 -3871
Fax: (305) 361-2430
E-mail: bmaler@miamidade.gov

" Lifeguards for Life "

2003 Florida Ocean Rescue Staffing Survey									
Ocean Rescue Agency	Attendance	Total Beach	Guarded Beach	First Aids	Ocean Rescues	Rescues Prevented	Missing Persons	Number of Towers	
2004 Fort Lauderdale Ocean Rescue	6,376,015	3.5 miles	2.6 miles	3,430	144	19,963	138	15	
2003 Fort Lauderdale Ocean Rescue	4,779,414	3.5 miles	2.6 miles	1,450	49	15,712	135	15	
Hollywood Marine Safety	2,106,450	4.5 miles	4.5 miles	16,425	105	74,525	120	29	
Miami Beach Ocean Rescue	10,232,878	7.1 miles	3.8 miles	21,135	757	50,183	210	26	
Deerfield Beach Patrol	1,302,200	.9 miles	.9 miles	89	36	6,707	10	9	
Delray Ocean Rescue	1,021,000	3 miles	.9 miles	650	41	11,450	9	8	
Miami-Dade County Beach Patrol	1,575,075	2.3 miles	2.3 miles	9,621	118	50,183	25	30	
Palm Beach County Ocean Rescue	2,801,027	4.5 miles	2 miles	12,998	109	52,461	27	18	
Boca Raton Ocean Rescue	701,928	2.5 miles	1.5 miles	1,276	24	5,656	15	20	
Pompano Beach Patrol	741,370	3.75 miles	.58 miles	1,398	81	14,295	19	8	
Town of Palm Beach	248,351	.7 miles	.4 miles	118	14	3,270	2	6	
Boynton Beach Ocean Rescue	225,236	.25 miles	.25 miles	282	7	2,976	5	3	

CWA LANGUAGE PROPOSAL

Section 07.02 Normal Workday. - The normal workday shall consist of eight (8) or ten (10) consecutive hours of work, exclusive of the lunch period, in a twenty-four (24) hour period.

a) Ocean Rescue Division/Fire Department

The City of Miami Beach recognizes that employees in Ocean Rescue Division /Fire Department Beach Patrol perform a vital public safety service to its citizen and visitors alike and therefore will work a four day, ten-hours per day (4-10) workweek, except effective with the commencement of Eastern Standard Time after October 2001, when the Beach Patrol shall change from the four day, ten-hours per day (4-10) workweek to a five day, eight hours per day (5-8) workweek. Effective February 1st, of each year through Daylight Savings Time, the Beach Patrol will change to a four day, ten-hours per day (4-10) workweek.

The City may, on an as needed basis, supplement the Lifeguard workforce with such "temporary employees" as outlined in Section 9.6.

POOL GUARD SCHEDULING

SPECIAL MAGISTRATE RECOMMENDATIONS

Regarding the pool guards, the Special Magistrate was impressed with the detailed presentation of the Union. In spite of the City's testimony to the contrary, he is convinced that the Union's plan could save money without sacrificing the safety of the swimmers.

City's proposal

City proposes status quo.

CWA's proposal

CWA proposes the 4/10 for Pool Guards which adds no cost to the City and possibly could save in unnecessary overtime.

CWA LANGUAGE PROPOSAL

Section 07.02 Normal Workday. - The normal workday shall consist of eight (8) or ten (10) consecutive hours of work, exclusive of the lunch period, in a twenty-four (24) hour period.

a) Ocean Rescue Division/Fire Department

The City of Miami Beach recognizes that employees in Ocean Rescue Division /Fire Department Beach Patrol perform a vital public safety service to its citizen and visitors alike and therefore will work a four day, ten-hours per day (4-10) workweek, except effective with the commencement of Eastern Standard Time after October 2001, when the Beach Patrol shall change from the four day, ten-hours per day (4-10) workweek to a five day, eight hours per day (5-8) workweek. Effective February 1st, of each year through Daylight Savings Time, the Beach Patrol will change to a four day, ten-hours per day (4-10) workweek.

The City may, on an as needed basis, supplement the Lifeguard workforce with such "temporary employees" as outlined in Section 9.6.

b) Pool Guards = Pool Guards will work a four day, ten-hours per day (4-10) workweek.

CERTIFICATION PAY

SPECIAL MAGISTRATE RECOMMENDATION

For the reasons just cited, the Special Magistrate urges the City Commission to adopt the Union's proposal for certification pay and the City's stance on accreditation pay.

CITY'S PROPOSAL

City proposed status quo.

CWA'S PROPOSAL

CWA proposes the Special Magistrate recommendations of \$25 per pay period which will amount to an annual cost of \$27,000.

OSHA/ASBESTOS

SPECIAL MAGISTRATE RECOMMENDATIONS

That being said, so that Union members might feel more comfortable prior to taking on the duties of construction and/or repair on a building, the City should adopt a practice of inspecting each building prior to any work being assigned and, through a written note to the employees, assure any worker that the building has been inspected and that it is free of asbestos or, if there is asbestos present, to inform employees where it is located.

City proposes status quo.

CWA proposes the Special Magistrate recommendations

CLEANING ALLOWANCES

SPECIAL MAGISTRATE RECOMMENDED

STATUS QUO

CITY'S PROPOSAL

City proposal through out this negotiation has been to have a re-opener to have a cleaning service.

On Monday, November 7, 2005, Evaluation Committee met to evaluate the cost of a cleaning service in lieu of a cleaning allowance.

The average cost for a cleaning service for a CWA employee was \$140.00 a month. Wash shirt & fold: \$3.00 – Wash pant & fold: \$4.00 = \$7.00 a day
 $\$7.00 \times 5 \text{ (Days)} = \$35 \times 4 \text{ (weeks)} = \140.00 a month

UNION PROPOSAL

CWA proposes to increase cleaning allowances from \$40.00 to \$50.00 a month and to expand it to all employees required to wear a City uniforms.

The type of uniform worn by City employees across three bargaining units plays no role in the amount of money allocated for cleaning uniforms.

Employees wearing uniforms that are either washed or dry cleaned receive the same amount of cleaning allowances for maintaining City property. The exception being non-uniform police \$ 75.00.

CWA PROPOSED LANGUAGE

Section 08.10 Cleaning Allowance. - If required to wear a City uniform, employees ~~persons employed in the following public contact positions~~ shall receive a uniform cleaning allowance of fifty (\$50.00) ~~forty (\$40)~~ dollars monthly.

~~Air Conditioning Mechanic
Building Inspector
Carpenter I
Carpenter II
Code Compliance Administrator
Code Compliance Officer I and II
Crime Scene Technician I
Crime Scene Technician II
Electrical Inspector
Electrician
Elevator Inspector
Engineering Inspector
Mason
Masonry Helper
Mechanical Inspector
Painter
Parking Enforcement Specialist I and II
Plumber
Plumbing Inspector
Police Fleet Specialist
Police Records Technician
Property Evidence Technician I
Property Evidence Technician II
Police Photographer
Public Safety Specialist~~

2003 Florida Ocean Rescue Staffing Survey

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EXHIBIT E

ATTENDANCE SHEET MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: November 10, 2005- TIME: - 2:30 PM

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
ERIC YUHR	Fire - 7120
JAMES MAZOR	CODE COMPLIANCE EXT 6182
RICHARD McKINNON	CWA 3178
HOWARD SUSSKIND	ATTORNEY CWA 3178
HOWARD ROW	Acff Rm
JOHN HEFFERNAN	MAYOR'S COMMISSION 7035
Margarita Alcor	Mayor + Commis. 6437
Richard Steigberg	CMB C
ROBERT REBOZO	CMB x6443
JULIO MAGALISSO	PARKS & REC - #6960
Floyd Jordan	Fire - 7120
VINCENT ANDREANO	FIRE/OCEAN RESCUE
BRAO TUDOR	Property Management
STEVEN BACHER	Bacher Bros
Abi WATTS-FitzGerald	Humphreys & Williams LLP
MANNY MARQUEZ	CMB - FINANCE
TRISH WALKER	11 11

ATTENDANCE SHEET MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: November 10, 2005- TIME: - 2:30 PM

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
Saul Gross	CMB 305-673-7104
Jose Cruz	CMB X6224
Peter Nyamora	CMB X6724
Ed DeFavero	Fire 7120
Matth Bauer	CMBC
Rol Gil	CMB Admin's Office X7470
JORGE GONZALEZ	CMB-CMO
LUIS GARCIA	CMBC
TIM HEMSTREET	CMB-CMO
LINDA GONZALEZ	" - Labor Relations
MICHAEL REYES	" - " "
GABRIELLE REDFERN	CITIZEN
JOSEPH FISHER	CWA
JAMES CROSLAND	AKERMAN SENTERFITT
RAMIRO INGUANZO	CMB-CMO